

**AMENDMENT TO MEMORANDUM OF AGREEMENT
BETWEEN THE NATURAL RESOURCE TRUSTEES
AND EXXONMOBIL PIPELINE COMPANY
GOVERNING COOPERATIVE TASKS RELATED TO
THE JULY 1, 2011 OIL SPILL ON THE YELLOWSTONE RIVER, MONTANA**

This Amendment to Memorandum of Agreement ("Amendment") is between the State of Montana ("State"), by and through the Montana Department of Justice ("MDOJ") Natural Resource Damages Program, and the United States Department of the Interior ("DOI") (collectively, the "Trustees"), and ExxonMobil Pipeline Company ("EMPCo").

1. The Parties enter into this Amendment to extend the time for the Trustees to complete the work specified in Appendix A to the MOA

2. To that end, the Trustees and EMPCo each agree that the cost incurred by the Trustees through March 31, 2013 in accordance with Appendix A to the MOA shall be reimbursable by EMPCo in accordance with the terms and conditions of the MOA. In addition, Sections VII.A and VII.G of the MOA are amended by replacing the date December 31, 2012 with March 31, 2013 in each instance where it occurs.

3. Except as expressly provided in this Amendment, all of the other terms and conditions of the MOA shall remain in full force and affect and are not modified by this Amendment.

4. This Amendment may be executed in one or more counterparts, all of which shall be considered an original. The Effective Date of this Amendment shall be the latter date of execution of any counterpart hereto.

EXXONMOBIL PIPELINE COMPANY

By: _____
Name: _____
Title: _____

Date: _____

STATE OF MONTANA

By: _____
Name: _____
Title: _____

Date: _____

U.S. DEPARTMENT OF THE INTERIOR

By: Katherine P. Ritchell
Name: Katherine P. Ritchell
Title: Acting State Director
(Associate State Director)

Date: 12/20/12

**AMENDMENT TO MEMORANDUM OF AGREEMENT
BETWEEN THE NATURAL RESOURCE TRUSTEES
AND EXXONMOBIL PIPELINE COMPANY
GOVERNING COOPERATIVE TASKS RELATED TO
THE JULY 1, 2011 OIL SPILL ON THE YELLOWSTONE RIVER, MONTANA**

This Amendment to Memorandum of Agreement ("Amendment") is between the State of Montana ("State"), by and through the Montana Department of Justice ("MDOJ") Natural Resource Damages Program, and the United States Department of the Interior ("DOI") (collectively, the "Trustees"), and ExxonMobil Pipeline Company ("EMPCo").

1. The Parties enter into this Amendment to extend the time for the Trustees to complete the work specified in Appendix A to the MOA

2. To that end, the Trustees and EMPCo each agree that the cost incurred by the Trustees through March 31, 2013 in accordance with Appendix A to the MOA shall be reimbursable by EMPCo in accordance with the terms and conditions of the MOA. In addition, Sections VII.A and VII.G of the MOA are amended by replacing the date December 31, 2012 with March 31, 2013 in each instance where it occurs.

3. Except as expressly provided in this Amendment, all of the other terms and conditions of the MOA shall remain in full force and affect and are not modified by this Amendment.

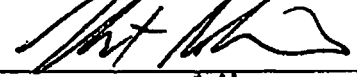
4. This Amendment may be executed in one or more counterparts, all of which shall be considered an original. The Effective Date of this Amendment shall be the latter date of execution of any counterpart hereto.

EXXONMOBIL PIPELINE COMPANY

By: _____
Name: _____
Title: _____

Date: _____

STATE OF MONTANA

By: 
Name: Robert Collins
Title: Supervising AAG

Date: 12/20/12

U.S. DEPARTMENT OF THE INTERIOR

By: _____
Name: _____
Title: _____


Date: _____

**AMENDMENT TO MEMORANDUM OF AGREEMENT
BETWEEN THE NATURAL RESOURCE TRUSTEES
AND EXXONMOBIL PIPELINE COMPANY
GOVERNING COOPERATIVE TASKS RELATED TO
THE JULY 1, 2011 OIL SPILL ON THE YELLOWSTONE RIVER, MONTANA**

This Amendment to Memorandum of Agreement ("Amendment") is between the State of Montana ("State"), by and through the Montana Department of Justice ("MDOJ") Natural Resource Damages Program, and the United States Department of the Interior ("DOI") (collectively, the "Trustees"), and ExxonMobil Pipeline Company ("EMPCo").

1. The Parties enter into this Amendment to extend the time for the Trustees to complete the work specified in Appendix A to the MOA
2. To that end, the Trustees and EMPCo each agree that the cost incurred by the Trustees through March 31, 2013 in accordance with Appendix A to the MOA shall be reimbursable by EMPCo in accordance with the terms and conditions of the MOA. In addition, Sections VII.A and VII.G of the MOA are amended by replacing the date December 31, 2012 with March 31, 2013 in each instance where it occurs.
3. Except as expressly provided in this Amendment, all of the other terms and conditions of the MOA shall remain in full force and affect and are not modified by this Amendment.
4. This Amendment may be executed in one or more counterparts, all of which shall be considered an original. The Effective Date of this Amendment shall be the latter date of execution of any counterpart hereto.

EXXONMOBIL PIPELINE COMPANY

By:  W
Name: J.E. James
Title: Vice President

Date: 12-20-12

STATE OF MONTANA

By: _____
Name: _____
Title: _____

Date: _____

U.S. DEPARTMENT OF THE INTERIOR

By: _____
Name: _____
Title: _____

Date: _____